

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS**

Francisco Mora Perez, and
Ricardo Andres Ruiz Lira

Plaintiff,

v.

and

Rosendo Sanchez dba JS Motors

Defendants.

Case No. 22-CV-79

**PLAINTIFF DEMANDS
TRIAL BY JURY**

COMPLAINT

Plaintiff, Francisco Mora Perez (“Plaintiff” for Count I) and Ricardo Andres Ruiz Lira (“Plaintiff” for Count II), by and through their attorneys, Daniel I. Schlade and James M. Dore, complain against Rosendo Sanchez dba JS Motors (“Defendant” or “JS Motors”). In support of this Complaint, Plaintiffs state:

Introduction

1. This action seeks redress for Defendants’ willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”), as well as any related state law claims, for Defendants’ failure to pay overtime wages owed.

Parties

2. Plaintiff Francisco Mora Perez is a resident of El Paso, Texas; and they were employed by JS Motors.

3. Plaintiff Ricardo Andres Ruiz Lira is a resident of El Paso, and they were employed by JS Motors.

4. JS Motors is a sole proprietorship owned and run by Rosendo Sanchez in El Paso, Texas.

5. Defendant is “an enterprise engaged in commerce or in the production of goods for commerce” under 29 USC § 203(s)(1)(A)(i) and (ii) because they have annual gross volume of sales made or business done of at least \$500,000; and because they are engaged in interstate commerce or in the production of goods for interstate commerce, including but not limited to the sale of cars manufactured out of state.

Jurisdiction And Venue

6. The Court possesses subject matter jurisdiction over the FLSA claim(s) pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question), and 28 U.S.C. §1337; and supplemental jurisdiction over any related state law claim(s) pursuant to 28 U.S.C. § 1367.

7. Venue is proper in the Western District of Texas because all underlying facts and transactions occurred in or about El Paso, Texas.

Facts Common To All Claims

8. JS Motors is an “employer” as that term is defined in Section 203 of the FLSA, because it is a privately owned for-profit entity.

9. JS Motors is a car dealership that sells, washes and provides maintenance for vehicles in El Paso Texas. All or most of the vehicles sold by Defendant were manufactured out of state and/or have parts and components that were manufactured out of state.

COUNT I: VIOLATION OF THE FLSA
(On Behalf of Plaintiff Francisco Mora Perez)

10. Plaintiff reincorporates by reference Paragraphs 1 through 9, as if set forth in full herein for Paragraph 10.

11. Plaintiff began working at JS Motors in or before July 2009 until July 2020.

12. At all times, Plaintiff held the same position at JS Motors, they were a general worker and mechanic. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the

FLSA because they were employed by Defendant to perform general maintenance on vehicles, and wash vehicles, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

13. Although schedules are subject to change, Plaintiff's general schedule with Defendants required Plaintiff to work on average 40 to 60 hours per week.

14. Plaintiff was paid their wages on a(n) hourly basis.

15. Plaintiff's wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of his performance.

16. Plaintiff's rate of pay was \$6 per hour.

17. Throughout the course of Plaintiff's employment with Defendants Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

18. Defendants did not pay Plaintiff minimum wages and not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

19. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

20. Plaintiff is entitled to recover unpaid minimum wages and overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$9937.50 in unpaid overtime wages; (ii) liquidated damages of \$9937.50; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit A.

WHEREFORE, Plaintiff Francisco Mora Perez respectfully requests that the Court enter a judgment in their favor and against Defendants Rosendo Sanchez dba JS Motors, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$9937.50;
- B. An award liquidated damages in an amount equal to at least \$9937.50;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

COUNT I: VIOLATION OF THE FLSA
(On Behalf of Plaintiff Ricardo Andres Ruiz Lira)

10. Plaintiff reincorporates by reference Paragraphs 1 through 9, as if set forth in full herein for Paragraph 10.

11. Plaintiff began working at JS Motors in or before February 2019 until February 2020; and then he worked for Defendant again from March 2020 until July 2020.

12. At all times, Plaintiff held the same position at JS Motors, they were a mechanic and maintenance worker. Plaintiff was an "employee" of Defendants as that term is used in Section 203 of the FLSA because they were employed by Defendant to perform general vehicle maintenance and repairs, including oil changes and car part removal, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

13. Although schedules are subject to change, Plaintiff's general schedule with Defendants required Plaintiff to work on average 60 hours per week.

14. Plaintiff was paid their wages on a(n) daily basis.

15. Plaintiff's wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of his performance.

16. Plaintiff's rate of pay was \$60 per day, or \$6 per hour.

17. Throughout the course of Plaintiff's employment with Defendants Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

18. Defendants did not pay Plaintiff minimum wages and not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

19. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

20. Plaintiff is entitled to recover unpaid minimum wages and overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$10915.00 in unpaid overtime wages; (ii) liquidated damages of \$9937.50; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit B.

WHEREFORE, Plaintiff Ricardo Andres Ruiz Lira respectfully requests that the Court enter a judgment in their favor and against Defendants Rosendo Sanchez dba JS Motors, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$10915.00;
- B. An award liquidated damages in an amount equal to at least \$10915.00;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

PLAINTIFFS

/s/James M. Dore
By Their Attorney

James M. Dore
Justicia Laboral LLC
6232 N. Pulaski, #300
Chicago, IL 60646
Phone: 773-942-9415 x 105
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PLAINTIFFS DEMAND TRIAL BY JURY

EXHIBIT A

Week	Av. Hours/Wk.	Hours Over 40	Hrly. Wage	MW/Hr.	Unpaid MW	Unpaid OT	FLSA Liquidated
3/10/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/17/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/24/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/31/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/7/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/14/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/21/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/28/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/5/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/12/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/19/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/26/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/2/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/9/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/16/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/23/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/30/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/7/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/14/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/21/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/28/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/4/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/11/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/18/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/25/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/1/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/8/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/15/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/22/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/29/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/6/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/13/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/20/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/27/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/3/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/10/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/17/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/24/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/1/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/8/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/15/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/22/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/29/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/5/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/12/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/19/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/26/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/2/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/9/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/16/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/23/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/1/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/8/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/15/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/22/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/29/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/5/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/12/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/19/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/26/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/3/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/10/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/17/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/24/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/31/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/7/2020	40	0	\$6.00	\$7.25	\$50.00	\$0.00	\$50.00
6/14/2020	40	0	\$6.00	\$7.25	\$50.00	\$0.00	\$50.00
6/21/2020	40	0	\$6.00	\$7.25	\$50.00	\$0.00	\$50.00
6/28/2020	40	0	\$6.00	\$7.25	\$50.00	\$0.00	\$50.00
7/5/2020	40	0	\$6.00	\$7.25	\$50.00	\$0.00	\$50.00
7/12/2020	40	0	\$6.00	\$7.25	\$50.00	\$0.00	\$50.00
7/19/2020	40	0	\$6.00	\$7.25	\$50.00	\$0.00	\$50.00
TOTALS					\$5,225.00	\$4,712.50	\$9,937.50

EXHIBIT B

Week	Av. Hours/Wk.	Hours Over 40	Hrly. Wage	MW/Hr.	Unpaid MW	Unpaid OT	FLSA Liquidated
2/3/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/10/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/17/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/24/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/3/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/10/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/17/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/24/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/31/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/7/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/14/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/21/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/28/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/5/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/12/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/19/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/26/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/2/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/9/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/16/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/23/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/30/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/7/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/14/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/21/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/28/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/4/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/11/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/18/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
8/25/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/1/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/8/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/15/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/22/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
9/29/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/6/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/13/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/20/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
10/27/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/3/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/10/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/17/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
11/24/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/1/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/8/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/15/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/22/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
12/29/2019	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/5/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/12/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/19/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
1/26/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
2/2/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/1/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/8/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/15/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/22/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
3/29/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/5/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/12/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/19/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
4/26/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/3/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/10/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/17/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/24/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
5/31/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/7/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/14/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/21/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
6/28/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/5/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
7/12/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50

7/19/2020	60	20	\$6.00	\$7.25	\$75.00	\$72.50	\$147.50
TOTALS					\$5,550.00	\$5,365.00	\$10,915.00